

COLLECTIVE AGREEMENT

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]

BETWEEN

**ST THOMAS AQUINAS ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION NO 38**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

This collective agreement is made this ____ of _____, 2018 between St. Thomas Aquinas Roman Catholic Separate Regional Division No. 38 (School Jurisdiction) and the Alberta Teachers' Association (Association).

Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Whereas the terms and conditions of employment *and salaries* have been the subject of negotiations between the parties and

Whereas the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.*
- 1.2 Excluded Positions: Notwithstanding clause 1.1, the following positions are excluded from the bargaining unit:
 - 1.2.1 Superintendent
 - 1.2.2 Assistant Superintendent
- 1.3 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.3.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.3.2 *has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.4 The School Jurisdiction retains those residual rights of management not specifically limited by the expressed terms of this agreement.
- 1.5 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

2. TERM

2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3 Central Matters Bargaining

2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*

2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4 Local Bargaining

2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Jurisdiction or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

2.5.1 Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until

- a) a new collective agreement is concluded, or*
- b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

2.5.2 If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.

2.6 Meet and Exchange

2.6.1 For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.

2.6.2 For local table bargaining, representatives of the Association and a School Jurisdiction shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Jurisdiction shall exchange details of all amendments sought.

2.6.2.1 At the first meeting between the parties they shall exchange all amendments sought. Bargaining shall be expressly limited to the written items contained in the two lists of amendments.

2.7 Opening with Mutual Agreement

2.7.1 The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.

2.7.2 The Association and the School Jurisdiction may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

2.8 Provision of Information

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Jurisdiction, each School Jurisdiction shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

2.8.2 *Each School Jurisdiction shall provide the following information to the Association and to TEBA annually:*

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent School Jurisdiction financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Save and except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary on or before the 25 day of the month from September to August inclusive provided that the December payment shall be made prior to the last teaching day in December.

(a) Payment shall be made by automatic deposit.

3.2 Grid

3.2.1 The amount of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Jurisdiction.

3.2.2 The following are the minimum and maximum salary rates and the experience increments for each year of university education.

3.2.3

(a) Effective September 1, 2016

Years of	Years of Teacher Training					
	One	Two	Three	Four	Five	Six
0	49,491	49,491	49,491	59,305	62,700	66,599
1	49,491	49,491	49,491	62,716	66,113	70,010
2	49,491	49,491	51,966	66,126	69,523	73,427
3	49,491	49,491	54,440	69,538	72,936	76,834
4	49,491	51,736	56,920	72,948	76,344	80,243
5	49,491	53,976	59,399	76,357	79,756	83,655
6	51,523	56,225	61,873	79,769	83,166	87,069
7	53,553	58,467	64,353	83,176	86,576	90,478
8	55,586	60,712	66,828	86,587	89,986	93,888
9	57,622	62,960	69,308	90,002	93,398	97,300
10	57,622	62,960	69,308	94,178	97,573	101,477

(b) Years 1, 2 and 3 of education (grid salary categories C1, C2 and C3) will be eliminated from the Collective Agreement, effective September 1, 2017. All teachers who currently receive an annual salary under Categories C1, C2 or C3 will be appointed to the step within the fourth year (C4) that is nearest to, but not less than, the teacher's current annual salary. If that step on the grid is not C4MAX, the teacher is eligible for grid movement on the basis of experience increments.

(c) Effective September 1, 2017

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,305	62,700	66,599
1	62,716	66,113	70,010
2	66,126	69,523	73,427
3	69,538	72,936	76,834
4	72,948	76,344	80,243
5	76,357	79,756	83,655
6	79,769	83,166	87,069
7	83,176	86,576	90,478
8	86,587	89,986	93,888
9	90,002	93,398	97,300
10	94,178	97,573	101,477

3.3 Education

3.3.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board (TSQB), established by memorandum of agreement among the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967.

- 3.3.2 *The adjustment dates for changes in the evaluation of teacher education as determined by the TSQB are September 1 and February 1 of each year.*
- 3.3.3 *Teachers commencing employment with the School Jurisdiction shall supply satisfactory evidence or proof of application for evidence of teacher education to the School Jurisdiction within 45 calendar days from commencement of employment.*
- 3.3.4 *If satisfactory evidence is not submitted within 45 calendar days, salary will be adjusted as per clause 3.3.2. Until a current TSQB evaluation statement is submitted to the superintendent or designate, teachers new to the division shall be deemed to have four years of teacher education.*

3.4 Experience

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Jurisdiction may be carried over for calculation of experience increments in the following school year with that same School Jurisdiction.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*
- 3.4.5 *An experience increment for full-time teachers shall be earned by a teacher for any school year in which they have been employed by the School Jurisdiction or another board as a teacher for not less than 150 days on a full-time basis.*

3.4.6 Proof of Experience:

3.4.6.1 A teacher requesting that the School Jurisdiction recognize experience earned with a previous board shall provide to the School Jurisdiction written confirmation from the previous board certifying that:

a) The experience was earned while the teacher was in possession of a valid teaching certificate, and

b) The position held while earning the experience was one that required a valid teaching certificate.

3.4.6.2 This written confirmation shall be signed by the designated officer of the previous board or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous board had the teacher remained in active duty with that board.

3.4.6.3 Until satisfactory proof of experience is submitted to the superintendent or designate, all teachers new to the division shall be deemed to have zero years of experience on the salary grid. If proof of application for such proof is forwarded to the superintendent or designate within 45 days of commencement of employment the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment. If satisfactory evidence is not submitted within 45 calendar days, salary will be adjusted as per clause 3.4.9.

3.4.7 Full-time teachers employed less than 150 days in any school year, with the School Jurisdiction or another board, shall earn an experience increment after 150 days of service.

3.4.8 Teachers employed by the School Jurisdiction or a previous board on a part-time basis must accumulate the equivalent of 125 days of full-time equivalent service to earn an experience increment.

3.4.9 The adjustment date for changes in the number of increments allowed for teaching experience shall be on September 1 and February 1.

3.4.10 For an increment, a substitute teacher shall work the equivalent of 150 days.

3.5 Special Consideration: Vocational and Career and Technology Study Teachers

- 3.5.1 A vocational and Career and Technology Studies teacher is a person who holds a valid Alberta teaching certificate and a journeyman trade certificate.
- 3.5.2 The School Jurisdiction shall have the right to determine the initial grid placement as they deem reasonable and necessary.
- 3.5.3 Recognition of one year of education beyond the evaluation granted according to article 3.3 of this collective agreement may be given by the School Jurisdiction to vocational and/or Career and Technology Studies Teachers who possess any or all of the following qualifications which have not contributed to the evaluation under article 3.3:
- a) A certificate of proficiency in a designated trade (journeyman's certificate or master's ticket), in the field related to the teacher's assignment, recognized by the Alberta Apprenticeship Board;
 - b) Successful completion of a two-year course in a field related to the teacher's assignment at a school of technology.
- 3.5.4 A vocational and Career and Technology Study Teacher who no longer teaches courses in the field related to their journeyman or ticket qualifications will not retain the additional educational recognition.
- 3.5.5 Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under article 3.4 of this collective agreement may be granted by the School Jurisdiction as valid experience for grid placement under the following conditions:
- a) The trade experience was obtained while holding a valid journeyman's certificate or master's ticket and must be in a field related to the teacher's assignment of which the teacher is teaching a minimum of 0.5 full-time equivalent.
 - b) Such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.
 - c) One year of experience on the grid will be granted for each year of full-time vocational experience up to a maximum of seven years.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 Principal Allowances

- 4.1.1.1 In addition to the salary under clause 3.2, the principal shall receive an allowance based on numbers of students supervised in the 3-level range below:

No. Students	\$
0-400	\$24,473
401-550	\$27,360
551 '+'	\$30,232

- 4.1.1.2 *The principal's allowance shall be increased year-over-year by the same percentage increases as the salary grid.*

4.1.2 Vice Principal Allowance

- 4.1.2.1 A vice-principal shall be paid 50 per cent of the principal's allowance.

4.1.3 Theological Studies Certificate Allowance

- 4.1.3.1 A teacher who has successfully completed a certificate in theological studies (prior to September 1, 2012) and/or the certificate in Catholic School Administration from Newman Theological College in Edmonton, Alberta, as recognized by the School Jurisdiction will be paid an annual allowance of \$1315.65, provided that these certificates are not recognized by Teacher Qualification Services for grid placement.

4.1.4 Divisional Directors

- 4.1.4.1 The Superintendent or designate may appoint Divisional Directors where such positions are deemed necessary by the School Jurisdiction.

- 4.1.4.2 A Divisional Director shall be paid a salary equal to their grid placement plus thirty percent (30%) of the 0-400 student allowance as listed in clause 4.1.1.
- 4.1.4.3 Effective the date of ratification, a Divisional Director shall be paid a salary equal to their grid placement plus seventy-five percent (75%) of the 0-400 student allowance as listed in clause 4.1.1.

4.2 Red Circling

- 4.2.1 In the case that the Superintendent or designate transfers an administrator, the affected administrator's administrative allowance shall not be reduced below their current administrative allowance for two school years following the transfer.
- 4.2.2 If the administrator requests a transfer or applies to an open position, the affected administrator's administrative allowance shall be paid at the rate prescribed in Clause 4.1.1.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 In the absence of the principal and vice-principal a teacher shall be designated by the superintendent or designate to be an acting principal and shall be paid, on a daily basis, 1/200 of the vice-principal's allowance. On the sixth day, the teacher designate will receive 1/200 of the principal's allowance.
- 4.3.2 In a school where there is no vice-principal, a teacher shall be designated by the superintendent or designate to be the relief principal in the absence of the principal and shall be paid, on a daily basis, 1/200 of 50 per cent of the principal's allowance.
- 4.3.3 When, in the absence of the principal, the vice-principal acts in relief of the principal for a period of five or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth day until the return of the regular principal.

4.4 Teachers with Principal Designations

- 4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years,*

inclusive of the maximum two (2) years probationary period, the School Jurisdiction must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

4.4.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

4.4.3 For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.5 Other Administrator Conditions

4.5.1 Allocation and Appointment of Administration:

4.5.1.1 The Superintendent/Designate may designate a teacher(s) to be vice-principal(s), regardless of the number of full-time equivalent students. The Superintendent/Designate and the Principal of the school concerned may determine that an alternative administrative agreement may be more practical.

4.5.1.2 At a minimum standard the Division will examine the need for a vice-principal(s) once a school population reaches 200 students.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 A substitute teacher is a teacher employed on a day to day or half day basis where a contract of employment is not in effect.

5.1.2 Teachers engaged as substitutes shall hold a valid Alberta teaching certificate. Substitute teachers shall be paid .0037 times the grid figure for four years of education and zero years of experience for

each full day of work and half of the full day rate for each half day of work. This rate is inclusive of vacation pay.

5.1.3 A substitute teacher shall be paid a minimum of one half day at the rate indicated in clause 5.1.2 for each partial day worked. If the assignment includes time in both the morning and afternoon the substitute shall be paid for a full day.

5.1.4 Notwithstanding the foregoing, if an individual employed as a teacher is also employed as a substitute teacher, the total pay for any day shall not exceed 1/200 of the applicable grid rate of the individual at 1.0 FTE.

5.2 Commencement of Grid Rate

5.2.1 Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive instructional days in the same position, shall be paid effective the sixth instructional day according to placement on the salary grid, subject to the terms of this agreement

5.2.2 Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.

6. PART TIME TEACHERS

6.1 FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 The School Jurisdiction shall contribute 100 per cent of the premiums of the following benefits (7.1.1.1; 7.1.1.2; 7.1.1.3; 7.1.1.4; 7.1.1.5) for full-time teachers. The School Jurisdiction shall contribute 100 per cent of the premiums of the following benefits (7.1.1.2; 7.1.1.3; 7.1.1.4; 7.1.1.5) prorated for part-time teachers as per the following formula:

n
FTE x 100 per cent

n = per cent of part-time
FTE = 1

- 7.1.1.1 *Alberta School Employee Benefit Plan* Life Insurance policy, Schedule 2 and Extended Disability Insurance, Plan D. Participation in the insurance is mandatory and a condition of employment.
- 7.1.1.2 Alberta Health Care
- 7.1.1.3 *Alberta School Employee Benefit Plan* Extended Health Care Plan 1
- 7.1.1.4 Alberta School Employee Benefit Dental Plan 3
- 7.1.1.5 Alberta School Employee Benefit Vision Care Plan 3
- 7.1.1.6 Any savings realized by the School Jurisdiction as a result of reduced employment insurance benefits shall be used by the School Jurisdiction to reduce its cost of insurance and health care.

7.2 Health Spending Account

7.2.1 *The School Jurisdiction will contribute \$730 per school year to a Health Spending Account for the benefit of each eligible teacher and their dependant(s). Any unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Jurisdiction will forfeit any unused balance.*

7.2.2 *“Eligible teacher” under this provision means a teacher with more than six month’s service with the School Jurisdiction and employed by the School Jurisdiction under a continuing, probationary or temporary contract of at least five months duration as of September 1 to October 31 of the school year.*

7.3 Other Group Benefits

7.3.1 Subrogation

7.3.1.1 In this clause:

"Additional damages" includes general damages, special damages, loss of housekeeping capacity, cost of future care and interest, and punitive and aggravated damages;

"School Jurisdiction's additional claim" means a claim for the costs to the School Jurisdiction of any additional amounts it

has expended or expects to expend for replacement or other costs attributable to a third party's malfeasance, in addition to those costs to the School Jurisdiction of the claim for wage loss;

"Claim for wage loss" includes a claim for wage loss equal to the sick leave or other benefits, premiums or wages paid or projected to be paid by the School Jurisdiction and paid to or on behalf of the teacher for the duration of any absence found in a judgment to have been required by such injury or illness or established by settlement of a claim or an action;

"Judgment" means an order of a court of competent jurisdiction'

"Legal costs" means legal fees and disbursements, and GST chargeable thereon;

"Settlement" means an agreement whereby the teacher agrees to accept any sum of money representing all damages, either by lump sum, periodic payment(s) or through the purchase of an annuity or any of them;

"Teacher" includes the teacher's personal representative, trustee, guardian or the estate of the teacher if deceased.

7.3.1.2 This clause applies solely to a teacher who has a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party and which has caused the teacher to be absent from work in respect of which the School Jurisdiction has been or is paying sick leave or other benefits or wages to the teacher.

a) Any teacher who is entitled to receive sick leave benefits or other benefits or wages does assign to the School Jurisdiction, in consideration of payment to the teacher of such sick leave or other benefits or wages, all rights of recovery against that third party as it relates to all amounts paid to the teacher by the School Jurisdiction.

b) Where the School Jurisdiction exercises its right of subrogation, the School Jurisdiction will indemnify and hold harmless a teacher against any claim against the teacher by the School Jurisdiction or by any other insurer under an insurance policy applicable to the teacher for breach of contractual subrogation terms and against any diminution in benefit coverage or entitlement which might result for the teacher from the exercise of rights under this clause.

- c) If a teacher commences an action or makes a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party, the teacher shall advise the School Jurisdiction that such an action or claim is being brought.
- d) If the School Jurisdiction makes a timely request to the teacher, the teacher shall include the claim for wage loss in any action or claim advanced against the third party.
- e) The School Jurisdiction may request that the teacher's solicitor act on the School Jurisdiction's behalf, unless the teacher's solicitor provides written notice that they are unable to act on behalf of the School Jurisdiction. Alternatively, the School Jurisdiction may retain its own counsel to pursue the subrogated claim of the School Jurisdiction.
- f) If the School Jurisdiction retains its own counsel to pursue its subrogated claim, the teacher will cooperate with the School Jurisdiction in the prosecution of the action, but may at any time elect to become *dominus litis* in respect of the claim for additional damages, and any apportionment related to them and shall retain the right:
- (a) to participate in deciding which solicitors are to be instructed to bring the action or an appeal therefrom;
 - (b) to review any documents related to the action;
 - (c) to agree to any offer of settlement or the apportionment of an offer of settlement, whether an action has been commenced or not;
 - (d) to settle on an amount of costs or an apportionment of costs; and
 - (e) to participate in the decision with respect to any launching or prosecution of an appeal.
- g) The School Jurisdiction may elect to pursue the School Jurisdiction's additional claim by way of joinder as plaintiff to the teacher's action, but the School Jurisdiction shall have no right of recovery under this clause with respect to the School Jurisdiction's additional claim or set-off in respect of the School Jurisdiction's additional claim, from any amount awarded to the teacher for the claim for wage loss or additional damages.

h) Where such action is advanced to trial, the teacher or the School Jurisdiction shall request that any judgment specify the amount within any award made which is attributable to the claim for wage loss.

i) Where there is a settlement of the action against the third party, the teacher or the School Jurisdiction shall use best efforts to ensure that the settlement shall specify the amount within the settlement made which is attributable to the claim for wage loss.

j) Once the teacher is in receipt of monies as a result of a judgment against or settlement with the third party, the teacher shall reimburse the School Jurisdiction from such monies actually received from the third party, in accordance with sub clause 7.3.1.2 k) or 7.3.1.2 l).

k) If the subrogated action or claim proceeds with the teacher's solicitor acting on the School Jurisdiction's behalf, the School Jurisdiction shall compensate the teacher for legal costs in the same proportion as its recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.

l) If the subrogated action or claim proceeds with the School Jurisdiction's solicitor acting on the teacher's behalf, the teacher shall compensate the School Jurisdiction for legal costs in the same proportion as the teacher's recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.

m) This clause does not afford the School Jurisdiction the right of set-off as against a teacher's entitlements which arise under any other clause of this collective agreement, including salary, allowance, medical or disability benefits, or any other compensation, or against income replacement which a teacher receives under other statutes or contracts of insurance, and the School Jurisdiction shall provide such entitlements as though the teacher had not been injured and was continuing to provide service as at the time of injury. In no event shall a teacher receive salary, benefits, allowances, or leaves which are less than, or provided later than, those to which the teacher is entitled under any other clause in this collective agreement.

n) This clause has application only in such cases where the teacher or the School Jurisdiction begins an action in the

name of the teacher to recover damages for loss which has caused the teacher to lose time for which the School Jurisdiction has not otherwise been compensated and is not an assignment of rights of the Association to the School Jurisdiction.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year

8.1.2 Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year

8.2 Assignable Time Definition

8.2.1 Assigned Time is defined as the amount of time that School Jurisdictions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) School Jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*
- h) other activities that are specified by the School Jurisdiction to occur at a particular time and place within a reasonable work day.*

8.2.2 Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Jurisdictions. Teachers have discretion, to be exercised

reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:

- a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
- c) the time is spent traveling to and from the teacher's annual convention.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

9.1.1 Teacher Professional Growth Plans will consider but will not be required to include the School Jurisdiction's goals.

9.1.2 The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.

9.1.3 School Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.

9.2 Education Subsidy Program

9.2.1 The School Jurisdiction will commit 0.50 of one per cent of the previous year's total certificated staff salary expenditures as reported in the Audited Financial Statement for the purpose of implementing the educational subsidy program.

9.2.2 The School Jurisdiction will pay 75 per cent of costs incurred for tuition fees and text books, to a teacher for successfully completed courses offered by a post secondary institution in Alberta approved by the Superintendent or designate. These courses will be completed

outside of teacher instructional time (evening, summer, online, and weekend).

- 9.2.3 For courses successfully completed at a post secondary institution outside of Alberta and approved by the Superintendent or designate, the reimbursement will be 75 per cent of the cost of the course (tuition fees and books) or 75 per cent of the equivalent cost of a University of Alberta undergraduate or graduate course, whichever is least.
- 9.2.4 Priority will be given to teachers:
- a) taking courses pertinent to their role as a teacher in the division.
 - b) meeting the objectives of their Teacher Professional Growth Plan.
 - c) completing courses aimed at meeting the requirements of a post-graduate certificate or degree.
- 9.2.5 Application must be made in writing to the superintendent of schools, or designate, before enrolment. Should an application be refused, a letter of explanation stating the reason/reasons for refusal shall be provided to the applicant.
- 9.2.6 The subsidy will be paid upon proof of successful completion and presentation of documents relating to the cost of the course.
- 9.2.7 The School Jurisdiction shall provide an annual statement of the activities of the educational subsidy program to the TWC Chair of the bargaining unit following the release of the approved Audited Financial Statement.
- 9.2.8 Teachers must be employed by the School Jurisdiction for a minimum of the equivalent of two (2) years of full time and be under a continuous contract to be eligible for the educational subsidy program.

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:*

(a) In the first year of service with the School Jurisdiction, a teacher shall be entitled to sick leave as follows:

(i) An accumulation of the maximum statutory sick leave of 20 days accumulated at two days per month.

(ii) Should sick leave exceed the number of days of sick leave entitlement resulting in salary deduction, subsequently accumulated sick leave entitlement, to a maximum of 20 days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

(b) During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

10.2 *After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan - Extended Disability Plan D shall take effect.*

10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

Less than one year of service – nil

After one year of service - 90 calendar days.

10.4 *When a teacher leaves the employ of the School Jurisdiction all sick leave shall be cancelled.*

10.5 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or more may be required by the superintendent or designate to present a signed doctor's certificate stating the reason for such absence.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

(a) Maternity Leave (Health Related Portion)

(i) Maternity leave shall be for 15 weeks.

(ii) The teacher shall give as much notice as possible but at least two weeks prior to commencement of this leave.

(iii) The teacher shall make application for employment insurance maternity benefits.

(iv) The School Jurisdiction shall have in place an Employment Insurance "EI" Supplemental Unemployment Benefit "SUB plan" so that the teacher shall receive 100 per cent of her regular pay.

(v) The School Jurisdiction shall pay the health and benefit premiums that were in effect prior to the leave.

(vi) The teacher shall provide to the School Jurisdiction a letter from the teacher's doctor attesting to the teacher's pregnancy and estimated date of delivery.

(vii) The teacher shall provide the School Jurisdiction with a copy of one EI cheque stub.

(b) Adoption Leave

(i) Adoption leave shall be granted without pay and without the School Jurisdiction's share of benefit premium contributions for a maximum of 37 weeks.

(ii) The teacher shall inform the School Jurisdiction of the approval to adopt at the earliest opportunity.

(iii) The teacher shall give as much notice as possible but at least two weeks prior to the commencement of this leave unless the teacher receives less notice.

(c) Parenting Leave

(i) In addition, a teacher is eligible for a parenting leave to commence either immediately following Maternity Leave or Adoption Leave, the commencement of a school year or at a date mutually agreed upon by the teacher and the School Jurisdiction. Such leave shall not exceed 52 weeks when combined with adoption or maternity leave. Such leave shall be without pay, benefits or sickness allowances and the period of absence will not be granted for the granting of experience increments. Upon returning to employment there shall be full reinstatement of accumulated benefits to the date of the commencement of the leave.

(ii) The School Jurisdiction is not required to grant adoption leave or parenting leave to more than one parent of an adoptive child.

(iii) A teacher shall be returned to the position held immediately prior to the leave unless, through program changes or staff reductions, that position is not available, or the teacher and the School Jurisdiction mutually agree to a different placement.

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Jurisdiction will continue paying the School Jurisdiction portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Jurisdiction pursuant to section 111(1.d.i) of the *School Act, 2000* where such teacher is absent:
 - 12.1.1 *For up to three (3) days per school year for personal business, the first and second day at no cost to the teacher and the third personal day 50% of the cost of a substitute to be borne by the teacher. To ensure the least disruption to students' programs, teachers must*

inform *their principal* with sufficient prior notice to obtain a replacement. The principal must inform *the superintendent or designate* in a similar manner.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Jurisdiction is reimbursed by the Association for the actual costs of the substitute, including the School Jurisdiction portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Jurisdiction may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Jurisdiction. The Association will reimburse the School Jurisdiction as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Jurisdiction, the teacher, and the Association and is at no cost to the School Jurisdiction.*
- 13.4 *During such secondment, the School Jurisdiction shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Jurisdiction for all payments made by the School Jurisdiction to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Jurisdiction pursuant to section 111(1.d.i) of the School Act, 2000 where such teacher is absent:

14.1 **Bereavement Leave**

14.1.1 For not more than five teaching days for the purpose of attending the funeral of deceased relatives. This provision shall apply in the event of death of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparents of spouse, brother-in-law or sister-in-law or other relative who is a member of the teacher's household.

14.1.2 For one day plus reasonable travel time, to a maximum total of three days to attend the funeral of aunt, uncle, niece, and nephew

14.2 **Critical Illness Leave**

14.2.1 For not more than five teaching days for the purpose of attending the sick bed of critically ill relatives. This provision shall apply in the event of critical illness of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparents of spouse or other relative who is a member of the teacher's household.

14.2.2 Teachers may be required to submit to the School Jurisdiction satisfactory proof by a physician confirming the need for Critical Illness Leave

14.3 **Court / Jury Duty**

14.3.1 Salary of a teacher will be maintained and no deduction will be made for the cost of the substitute if the teacher is subpoenaed for court jury duty or as a witness, providing the teacher reimburses any court-paid stipend to the School Jurisdiction.

14.4 **Inclement Weather**

14.4.1 Because, despite reasonable efforts, the teacher is unable to travel to their school from their usual place of residence, due to:

- (i) inclement weather,
- (ii) impassable road conditions, or
- (iii) the failure of transportation facilities other than their own

14.4.2 There is an expectation that, should weather and road conditions change so as to permit travel to school, teachers will subsequently make their way to work/school for the balance of the day. Teachers

are expected to make multiple efforts, throughout the morning, to assess change in road conditions.

14.5 Leave for Child's Arrival

14.5.1A teacher shall be granted, upon notification to the principal, up to one day's leave with pay at the time of their child's birth or to take custody of an adopted child.

14.6 Discretionary Leave

14.6.1 Additional leaves of absence may be granted by the School Jurisdiction with pay and benefits or without pay and without School Jurisdiction's contributions to health plan premiums at the discretion of the School Jurisdiction.

14.7 Family Medical Leave

14.7.1A teacher may use up to five days of their sick leave per school year in order:

- (a) to care for their sick child, providing the other spouse is not available;
- (b) to care for their child if the spouse is incapacitated;
- (c) to care for their sick spouse; or
- (d) to attend to the medical or dental needs of immediate family members.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 This procedure applies to differences:

- a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

15.2 "Central item" means any item which is in italics in this collective agreement.

- 15.3 A “non-central item” means any item which is not in italics in this collective agreement.
- 15.4 An “operational” day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.
- 15.5 If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.
- 15.6 Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.
- 15.7 The written notice shall contain the following:
- a) A statement of the facts giving rise to the difference,
 - b) The central item or items relevant to the difference,
 - c) The central item or items and the non-central item or items, where the difference involves both, and
 - d) The remedy requested.
- 15.8 The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.
- 15.9 Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.
- 15.10 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the

Association, the affected School Jurisdiction, and any affected teacher or teachers.

15.11 If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.

15.12 (a) Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

15.13 The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.

15.14 The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:

a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.

b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.

c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.

15.15 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected School Jurisdiction.

c) *Teachers covered by the collective agreement who are affected by the award.*

15.16 TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.

16. LOCAL GRIEVANCE PROCEDURE

16.1 The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement and the School Jurisdiction, or in a proper case between the Association and the School Jurisdiction as to the interpretation, application, operation or contravention, or alleged contravention of any local condition of this Agreement or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance.

If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure time lines shall be adhered to.

If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure time lines shall be adhered to.

The alleged local condition violation shall be dealt with as follows:

INFORMAL STEP

16.2 All such grievances shall be submitted to the Assistant Superintendent within thirty (30) operational days of the alleged violation to attempt to resolve the grievance.

16.3 (a) All grievances must be presented in writing, and shall set out the nature of the difference, the articles of the Agreement that has been allegedly been violated and the remedy sought.

(b) The Teacher, with or without representation, or in the proper case Association, shall first attempt to resolve any dispute through discussion with the Assistant Superintendent [~~Deputy of Superintendent~~].

(c) Notwithstanding 16.3 (b) a Teacher shall have the right to be accompanied by an Association Representative at any meeting described in this Article.

16.4 In this informal step, the parties agree to share relevant information to the dispute.

- 16.5 The Assistant Superintendent shall provide a written reply to the Teacher within ten (10) operational days.

FORMAL STEPS

- 16.6 In the event that the grievance is not settled in the Informal Step, the teacher may within fifteen (15) operational days reply, advance the matter to the Superintendent's/Designate's office. The Grievor and/or their representative shall be permitted to attend a meeting with the Superintendent/Designate to make representations in support of the grievance. This meeting shall be scheduled within ten (10) operational days from the date the teacher's submission was received by the Superintendent/Designate.
- 16.7 The Superintendent/Designate shall prepare and deliver a written response to the teacher and Coordinator of Teacher welfare within ten (10) operational days from the date of the meeting noted above.

MEDIATION AND/OR ARBITRATION

- 16.8 In the event that the Association is not satisfied with the written response by the Superintendent/Designate, or within ten (10) operational days from the date the Superintendent/Designate response was to be delivered, the Association may refer the matter to Mediation and/or Arbitration as per section 138 of the Alberta Labour Relations Code, Chapter L.1, 2000 (providing for a three person Board). The Association and the School Jurisdiction may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three person Arbitration Board.

Mediation

- 16.9 If the parties agree to Mediation, a mediator shall meet with the parties to assist the parties in reaching a resolution of the dispute.
- 16.10 The grievance may be resolved by mutual agreement between the parties. The parties may request that the Mediator issue a report including non-binding recommendations
- 16.11 The expenses of the Mediator shall be borne equally by both parties.

Arbitration

- 16.12 Either party may request that the dispute be heard by a single Arbitrator.
- 16.13 If either party wishes to have the issue heard by an Arbitration Board rather than a single Arbitrator they shall advise the other party of this prior to the selection of the Arbitrator.

- 16.14 Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed shall endeavor to select an Arbitrator.
- 16.15 If the two members fail to select an Arbitrator, they shall request the Director of Mediation Services, Department of Labour, to select an Arbitrator. This same process would hold true for Mediation or a Single Arbitrator.
- 16.16 The findings and decisions of a majority of the Arbitration Board is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Arbitrator governs and it shall be deemed to be the award of the Board.
- 16.17 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 16.18 Each party to the Grievance shall bear the expenses of its respective appointee and the two parties shall bear equally the expenses of the Arbitration Chairperson.
- 16.19 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.
- 16.20 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.

17. EMPLOYMENT

- 17.1 Work Environment:** The School Jurisdiction endeavors to provide all teachers with a safe and caring work environment that fosters and maintains respectful and responsible behavior

New Letter of Understanding #1 – Trial Program on Time Off for Compression

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the School Jurisdiction but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	Maximums		
	Instructional	Non Instructional	Total Days
	190	10	200
	189	11	200
	188	12	200
	187	13	200
	186	14	200
	185	15	200
	184	16	200
Base	183	17	200
	182	17.5	199.5
	181	18	199
	180	18.5	198.5
	179	19	198
	178	19.5	197.5
	177	20	197
	176	20.5	196.5
	175	21	196
	174	21.5	195.5
	173	22	195
	172	22.5	194.5
	171	23	194
	170	23.5	193.5

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

New Letter of Understanding # 2 – Me Too Clause/Increase Modifier

1. For the purposes of this Letter of Understanding only, the following definitions apply:

1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:

- Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
- Alberta Health Services and United Nurses of Alberta
- Alberta Health Services and the Health Sciences Association of Alberta
- Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
- Alberta Health Services and Alberta Union of Provincial Employees – General Support Services

1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.

1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.

1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.

1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.

1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between School Jurisdictions and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program

1. *Each School Jurisdiction will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of School Jurisdiction representatives, appointed by the School Jurisdiction or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the School Jurisdiction. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that School Jurisdiction. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that School Jurisdiction.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*

Letter of Understanding #4: Administrative Procedure 427 Administrator Lieu Days

The School Jurisdiction agrees to retain its current policy 427 regarding administrator lieu days for the life and bridging of this collective agreement.

Letter of Understanding #5: Pilot Project on Staff Development Fund

Effective the date of ratification until August 30th, 2020.

The Parties agree to enter into a Letter of Understanding to provide Professional Development Funds to teachers. For the remainder of the 2017/2018 school year the Education Subsidy Fund as per Article 9.2 will be in effect. September 1, 2018 the Parties agree to suspend the requirements of Educational Subsidy Program as per Article 9.2 until the end of the Pilot Project.

Applications for the Education Subsidy Fund for the 2018/2019 and 2019/2020 school year will be considered using the guidelines developed by the joint committee outlined below. Unless the terms of the Pilot Project are extended through negotiations, the Educational Subsidy Fund will come back into effect at the end of the Pilot Project.

1. The parties shall establish a joint committee within 30 days of Ratification of the Agreement. Membership shall consist of two School Jurisdiction Representatives and two Local representatives. Each party shall be responsible for the payment of the attendance and associated costs of their respective representatives on the committee.
2. The mandate of the committee will be to
 - To provide access to funds to support costs incurred in professional development activities or resources related to the division goals, school goals and individual teacher's professional growth plan and
 - establish guidelines for the administration of the fund, and
 - to ensure that regular operations of the school are not unduly disturbed
- 2.1 All teachers applying to the committee for professional development support will receive the support of the Principal. In the absence of support of the Principal, the Principal must give written rationale outlining the reasons providing a copy to the teacher and to the committee. The committee will take into consideration the recommendation of the Principal when it considers the application of the teacher.
3. Where the committee is unable to come to a decision regarding a request for the distribution of funds, the Superintendent or designate will have the final decision. The decision of the committee and / or the Superintendent or designate will not be subject to the grievance arbitration procedure.
4. Effective September 1 of each school year for this pilot, an amount of \$66,800 will be provided for purposes of supporting for Professional Development activities, tuition support and release time through funding substitute days.
5. Funds will be administered by the School Jurisdiction.
6. In December 2019 the project shall be evaluated to see if the requirements set out in the guidelines and mandate of the committee have been achieved. A report shall be created for presentation to the Superintendent/designate and the Local President.

7. Previous years unspent funds plus the current contributions cannot exceed \$75,000.
8. If any amendments are addressed during the term of this Pilot Project at the Central Bargaining Table which impact any terms in this letter of understanding, these will make the letter of understanding null and void and the terms of Article 9.2 Educational Subsidy Fund will take effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized in that behalf on this the _____ day of _____, 2018.

The Board of Trustees of St. Thomas
Aquinas Roman Catholic Separate
Regional Division No. 38

The Alberta Teachers Association

PER: Board Chair

PER: Secretary-Treasurer